

BILL NO. 3067

ORDINANCE NO. 2883

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR BUR OAKS, A 21.88 ACRE TRACT OF LAND ZONED "E-1/2AC" ESTATE DISTRICT WITH A "WH" WILD HORSE CREEK ROAD OVERLAY DISTRICT DESIGNATION LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH SAVONNE COURT.**

**WHEREAS**, Stock & Associates Consulting Engineering, on behalf of Pulte Homes of St. Louis, LLC., has submitted for review and approval a Record Plat for Bur Oaks; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 21.88 acre tract of land into thirty-five (35) residential lots; and,

**WHEREAS**, the Planning Commission having reviewed the same and has recommended approval thereof; and,

**WHEREAS**, the Department of Public Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

**WHEREAS**, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** The Record Plat for Bur Oaks, which is made part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

**Section 3.** The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 20<sup>th</sup> day of JANUARY, 2016.

Bob Natens  
MAYOR

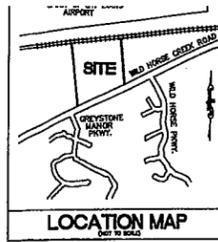
ATTEST:

Vickie Hass  
CITY CLERK

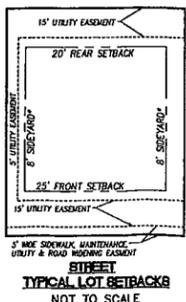
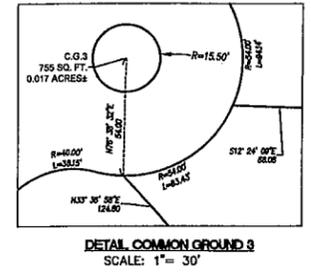
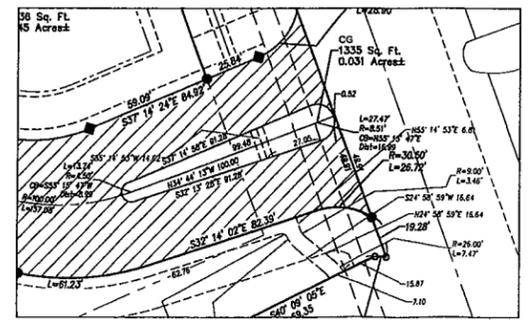
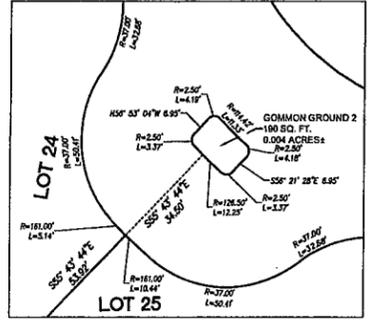
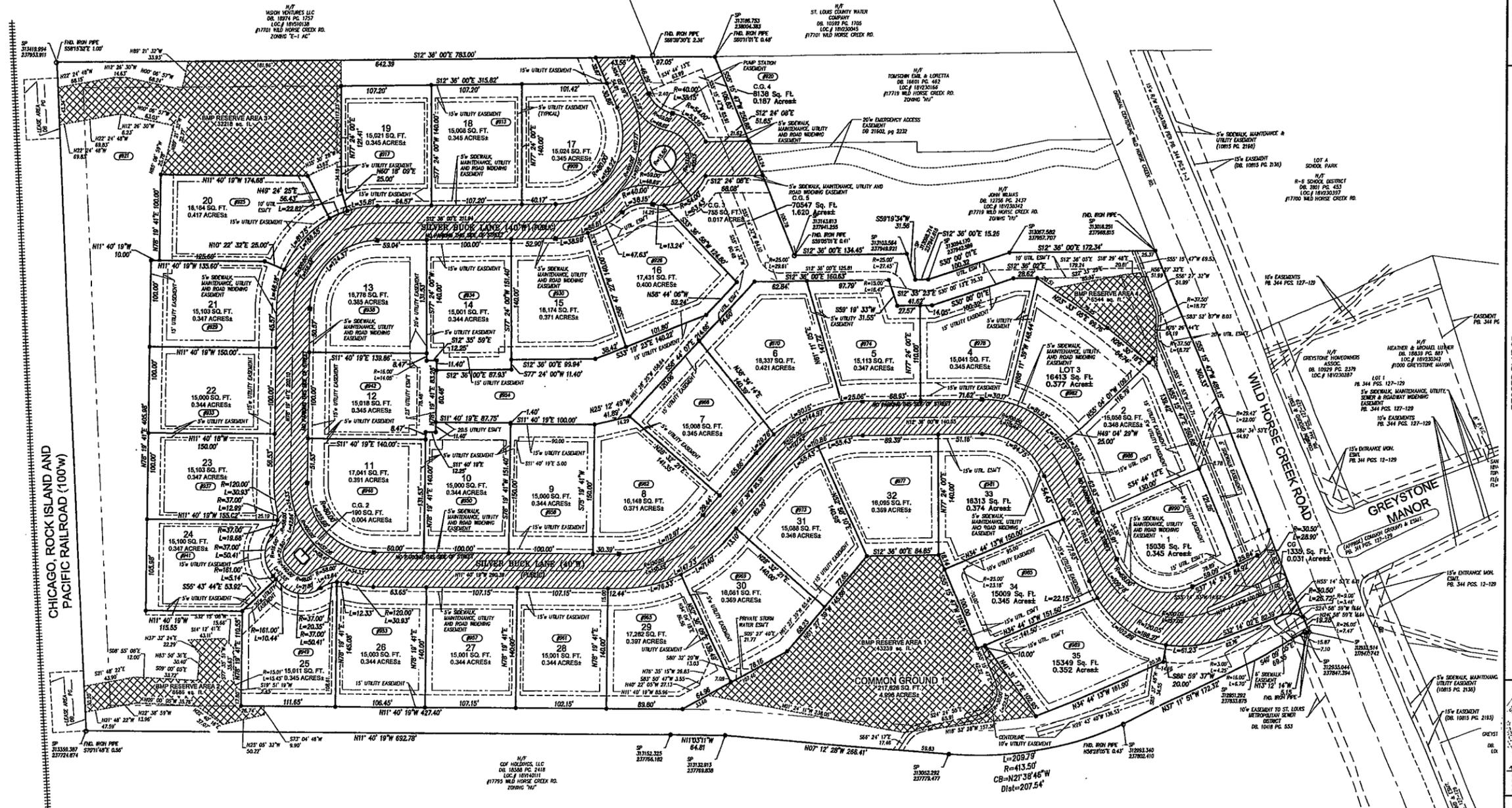
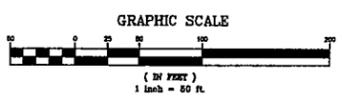
BUR OAKS SUBDIVISION

A TRACT OF LAND BEING LOT A OF THE BOUNDARY ADJUSTMENT PLAT OF PART OF LOT 1 OF MARY SCHAEFFER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 4 OF THE ST. LOUIS COUNTY RECORDS AND PART OF SHARE 6 OF THE PARTITION OF THE ESTATE OF MISSOURI A. STEVENS, ALSO BEING A PART OF LOT 24 OF R.H. STEVENS FARM SUBDIVISION AS RECORDED IN PLAT BOOK 363, PAGE 218 LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI TOTAL TRACT 218.77 ACRES:

CITY OF CHESTERFIELD EXHIBIT 1



PREPARED BY: STOK & ASSOCIATES Consulting Engineers, Inc.



- LEGEND: BENCH MARK, FOUND IRON ROD, FOUND IRON PIPE, RIGHT OF WAY MARKER, PERMANENT 5/8" IRON ROD W/ ALUMINUM CAP, SET IRON PIPE



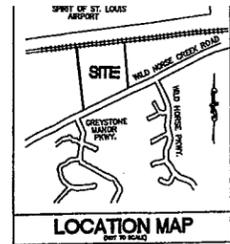
Table with columns for REVISIONS, DRAWN BY, CHECKED BY, DATE, and SHEET NO. (1 OF 2).

PREPARED FOR: PULTE HOMES OF ST. LOUIS 17107 CHESTERFIELD AIRPORT ROAD, STE 120 CHESTERFIELD, MO. 63005 PHONE: (636) 537-7164

RECORD PLAT OF BUR OAKS SUBDIVISION 17751 WILD HORSE CREEK ROAD CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

BUK OAKS SUBDIVISION

A TRACT OF LAND BEING LOT A OF THE BOUNDARY ADJUSTMENT PLAT OF PART OF LOT 1 OF MARY SCHAEFFER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 4 OF THE ST. LOUIS COUNTY RECORDS AND PART OF SHARE 6 OF THE PARTITION OF THE ESTATE OF MISSOURI A. STEVENS, ALSO BEING A PART OF LOT 24 OF R.H. STEVENS FARM SUBDIVISION AS RECORDED IN PLAT BOOK 363, PAGE 218 LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



STOCK & ASSOCIATES Consulting Engineers, Inc. 237 Chesterfield Business Park St. Louis, MO 63005 PH: (636) 537-8100 FAX: (636) 537-8100 e-mail: general@stockeng.com web: www.stockeng.com

OWNER CERTIFICATE

We, the undersigned, owners of the tract of land herein platted and further described in the foregoing surveyors' certificate have caused the same to be surveyed and sub-divided in the manner shown on this plat, which subdivision shall hereafter be known as:

"BUR OAKS SUBDIVISION"

Silver Buck Lane (40' wide) as shown hatched hereon along with its right-of-way and cut-de-sac, as shown on this plat is hereby dedicated to the City of Chesterfield for public use forever.

All Utility Easements and the 5' Wide Sidewalk, Maintenance, Utility and Road Widening Easement, shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Chesterfield, Missouri, American Water Company, Ameren UE Company, Laclede Gas Company, AT&T Corporation, Metropolitan St. Louis Sewer District, Charter Communications, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities. It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

The 5' Wide Sidewalk, Maintenance, Utility and Road Widening Easement, shown on this plat is hereby dedicated to the City of Chesterfield for public use forever.

Private Storm Water Easements (PSWE) as shown on this plat, is hereby given, granted, extended and conveyed to the Trustees of the aforementioned subdivision for exclusive right to build and maintain stormwater detention basins and sewers including stormwater improvements and to use such additional space adjacent to the easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned stormwater detention basins and sewers, including stormwater improvements, and may assign their rights in this easement to the state, county, city or other political subdivision of the state. The easement hereby granted shall be perpetual, and further shall run with the real estate.

BMP Reserve areas as shown on this plat is for the stormwater management features, also known as BMPs (Best Management Practices). The BMP Reserve areas hereby established are irrevocable and shall continue forever, subject to a "Maintenance Agreement" dated 7th day of July, 2015, as recorded in the Recorder of Deeds' Book 21808, Page 3572, or as amended thereafter.

The Pump Station Easement as shown hereon is hereby dedicated to the Metropolitan St. Louis Sewer District to build and maintain a lift station, sewer or sewers, including stormwater improvements, ingress and egress, roadway, appurtenances, fencing, gates and necessary service and/or utility lines, on the site or sites of ground as shown hereon, and the use of additional space adjacent to the easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned lift station, sewer or sewers, including stormwater improvements, ingress and egress, roadway, appurtenances, fencing, gates, and necessary service and/or utility lines, and may assign its rights in this easement to the State, County, City or other political subdivision of the State. This easement hereby granted is irrevocable and shall continue forever.

The areas shown as Common Ground on this plat, have been conveyed to the Homeowners Association of this Subdivision by General Warranty deed recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the St. Louis County Recorder's Office.

All common ground located within cut-de-sac islands and divided street islands or median strips, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance. However, no above ground structure, other than required street lights or other public utilities in accordance with the approved improvement plans may be constructed or installed within the cut-de-sac islands, divided street island, or median strip, without authorization by the City of Chesterfield Department of Public Services through the issuance of a Special Use Permit.

Building lines as shown on this plat are hereby established.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Permanent and/or semi-permanent monuments, as required to aid in later recovery, shall be set within twelve months of the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources, and 4 CSR 30-16.090 of the Missouri Department of Economic Development. In addition, other survey monuments indicated on this subdivision plat, required by the subdivision ordinance of the City of Chesterfield, Missouri will be set.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Pulte Homes of St. Louis, L.L.C. a Nevada limited liability company By: \_\_\_\_\_

PRINT NAME PRINT TITLE

STATE OF \_\_\_\_\_ ) ) SS. COUNTY OF \_\_\_\_\_ ) )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Pulte Homes of St. Louis, L.L.C., a Nevada limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public My commission expires: \_\_\_\_\_

Total Tract Description

A tract of land being part of Lot 1 of the Mary Schaeffer Estate Subdivision, as recorded in Plat Book 17, Page 4 of the St. Louis County Records, and part of Share 6 of the Partition of the Estate of Missouri A. Stevens, also being a part of Lot 24 of R.H. Stevens Farm Subdivision, and located in U.S. Survey 122, Township 45 North, Range 3 East, of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at a point at the Southernmost common corner of a tract of land conveyed to John H. Wilmas by instrument recorded in Deed Book 1151, Page 884 of the St. Louis County Recorder's office, and a tract of land conveyed to Harold H. and Ethel M. Wilmas by instrument recorded in Deed Book 5441, Page 91 of the above said recorder's office, said point also being on the Northwesterly line of Wild Horse Creek Road, 60 feet wide; thence continuing along said Northwesterly line South 55 degrees 15 minutes 47 seconds West, (South 55 degrees 55 minutes West, record) 481.15 feet; thence departing said Northwesterly line the following courses and distances: North 13 degrees 12 minutes 14 seconds West, 6.15 feet; thence North 40 degrees 09 minutes 05 seconds West, 60.35 feet; thence North 37 degrees 11 minutes 51 seconds West, 172.32 feet to a point on a curve to the right having a radius of 413.50 feet; thence along said curve an arc distance of 200.73 feet, the chord of which bears North 21 degrees 38 minutes 46 seconds West, a chord length of 207.54 feet to a point; thence North 07 degrees 12 minutes 28 seconds West, 256.41 feet; thence North 11 degrees 02 minutes 11 seconds West, 64.81 feet; thence North 11 degrees 40 minutes 19 seconds West, 652.73 feet to a point in the common line of Chicago, Rock Island, and Pacific Railroad, and a tract conveyed to Ethel M. Wilmas by instrument recorded in Deed Book 11773, Page 1847 of the above said recorder's office; thence along above said common line North 74 degrees 47 minutes 19 seconds East, 777.26 feet to the Northernmost common corner of above said Ethel M. Wilmas tract, and a tract of land conveyed to Ralph D. and Cynthia A. Severson by instrument recorded in Deed Book 8333, Page 1821 of said recorder's office; thence departing said Southeastwesterly line and along the Southeastwesterly line of said Severson tract South 12 degrees 36 minutes 00 seconds East, 783.00 feet to the common corner of above said Ethel M. Wilmas tract, a tract of land conveyed to St. Louis County Water Company per instrument recorded in Deed Book 10592, Page 1705 of said recorder's office, and a tract of land conveyed to Emf R. and Loretta L. Tomczak by instrument recorded in Deed Book 7200, Page 2445 of said recorder's office; thence along the Northwestwesterly line of above said Tomczak tract and the Northwestwesterly line of above said John H. Wilmas tract South 55 degrees 15 minutes 47 seconds West, (South 55 degrees 15 minutes West record) 250.89 feet to the Northwest corner of a tract of land distributed in a deed to John and Maria Wilmas as recorded in Deed Book 12755, Page 2437; thence along the Western line of said tract South 12 degrees 36 minutes 00 seconds East, 134.45 feet; thence departing said line the following courses and distances: South 89 degrees 19 minutes 34 seconds West, 31.56 feet; South 12 degrees 36 minutes 00 seconds East, 15.26 feet and South 30 degrees 00 minutes 01 seconds East, 100.32 feet to the aforesaid Western line of the John and Maria Wilmas tract; thence along said line, South 12 degrees 36 minutes 00 seconds East, 172.34 feet to the Point of Beginning and containing 952,958 square feet or 21.877 acres, more or less, according to calculations performed by Stock and Associates Consulting Engineers, Inc. on February 9, 2015.

STATEMENT OF STATE PLANE COORDINATE TIE: STATION: SL-38 GRID FACTOR = 0.99991748 NORTH (Y) = 314628.240 EAST (X) = 239963.055 NOTE: 1 METER = 3.28083333 FEET ALL STATE PLANE COORDINATES ARE IN METERS.

STATION: SL-38 ADJUSTED IN 2011 Station SL-38 to SL-38A grid Azimuth = 256 Degrees 49 Minutes 04 Seconds

The Missouri Coordinate System of 1983 East Zone Coordinate Values reported hereon were determined based upon a field traverse using Trimble GPS receivers and total stations, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-18). The basis of bearings shown on this plat were adopted from Book 15291, Page 574. The grid bearing along the North line on this plat is found to be North 75 degrees 10 minutes 41 seconds East. The measured bearing labeled along the same line is North 74 degrees 47 minutes 19 seconds East, 777.26 feet. The grid bearing from SL-38 to the most Northeast corner on this plat is South 58 degrees 58 minutes 42 seconds East 2344.465 meters with the scale factor applied.

GENERAL NOTES:

- 1) Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company, Commitment No. MO-054328, with an effective date of January 29, 2014 at 12:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
2) The subject property is Zoned "E-12AC" Estate District with a "WT" Wild Horse Creek Road overlay district Ord. 2831.
E 12AC Minimum yard requirements; general.
(a) Front yard: 25' from internal street right-of-way
(b) Side: 15 feet except that lots developed with side entry garages shall have a minimum of 6 feet 30-foot setback between structures shall be maintained.
3) Subject property lies within Flood Zone "X" (areas determined to be outside the 500-year flood) according to the National Flood Insurance Rate Map Number 29189C0145K with an Effective Date of February 4, 2015.
4) The basis of bearings for this plat is the Boundary Adjustment Plat recorded in Plat Book 363, Page 218 of the St. Louis County, Missouri Recorder's Office.
5) Subject property is approximately 2,000 feet from the Spirit of St. Louis Airport Runway 26L and therefore aircraft noise will be noticeable at the site on a daily basis.
6) There are 20 permanent monuments and 118 semi permanent monuments to be set with this plat.
7) Silver Buck Lane is subject to a parking restriction which restricts parking to one side of the street as shown on this plat.

This is to certify that "Bur Oaks Subdivision" was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and hereby authorizes the recording of this RECORD PLAT with the office of the St. Louis County Recorder of Deed.

Bob Hallon, Mayor Vickie Hess, City Clerk

RECORD PLAT OF BUR OAKS SUBDIVISION 17751 WILD HORSE CREEK ROAD CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

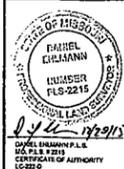


Table with 2 columns: REVISIONS, 1 09/28/2015, 2 10/27/2015, 3 12/02/2015

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during December, 2014, by order of and for the use of Pulte Homes of St. Louis, L.L.C., executed a Property Boundary Survey and Record Plat of Lot A of a Boundary Adjustment Plat as recorded in Plat Book 363, Page 218, Located in U.S. Survey 122, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Wildwood, St. Louis County, Missouri and that the results of said survey and Record Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current minimum standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 19, Division 2030 Missouri Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. LC NO. 222-D

By: Daniel Ehlmann, Missouri P.L.S. No. 2215

Table with 2 columns: DRAWN BY, CHECKED BY, DATE, JOB NO., SCALE, SHEET NO., TOTAL SHEETS, DATE, JOB NO., SCALE, SHEET NO., TOTAL SHEETS

RECORD PLAT SHEET NO. 2 OF 2

PREPARED FOR: PULTE HOMES OF ST. LOUIS 17107 CHESTERFIELD AIRPORT ROAD, STE 120 CHESTERFIELD, MO 63005 PHONE: (636) 537-7164

RECEIVED  
City of Chesterfield

JAN - 5 2016

Department of Public Services

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by  
Pulte Homes of St. Louis LLC  
\_\_\_\_\_, herein called DEVELOPER,  
\_\_\_\_\_, herein called ~~ESCROW~~  
~~HOLDER (strike through this party if cash deposited with City)~~, and the City of Chesterfield,  
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
Bur Oaks Subdivision  
\_\_\_\_\_ in accordance with  
Ordinance No. 2831, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
Two million four thousand five hundred and thirty three \_\_\_\_\_ DOLLARS

(\$ 2,004,533 ), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of  
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision  
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of  
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory  
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Two million four thousand five hundred and thirty three, DOLLARS (\$ 2,004,533) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a \_\_\_\_\_ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Bur Oaks Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 4<sup>th</sup> day of January, 2016.

ATTEST: (SEAL)

PULTE HOMES OF ST. LOUIS, LLC  
LIMITED LIABILITY COMPANY

DEVELOPER: Pulte Homes of St. Louis LLC

Dustin  
Type Name: Pamela Clark, Jr.  
Title: Asst. Project Manager  
NEVADA, LLC

BY:

[Signature]  
Type Name:  
Title:

Firm Address:

16305 Swingley Ridge Rd. Ste. 350  
Chesterfield, Mo 63017

ATTEST: (SEAL)

~~ESCROW HOLDER: \_\_\_\_\_~~

~~BY: \_\_\_\_\_~~

\_\_\_\_\_  
Type Name:  
Title:

\_\_\_\_\_  
Type Name:  
Title:

\_\_\_\_\_  
Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_

Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 4th day of JANUARY, 2016, before me appeared Andrew M. Bodary (name) to me personally known, who, being by me duly sworn, did say that he/she is the Andrew M. Bodary VP of Finance (title or Executing Official) of VP of Finance Pulte Homes of St Louis, LLC, a Nevada Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Area President, (President or title of chief officer), Andrew M. Bodary (name) as VP of Finance (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 4th day of JANUARY, 2016.

  
Notary Public KOLEEN JAMESON

My Commission Expires: 4-19-2017

**KOLEEN JAMESON**  
Notary Public - Notary Seal  
State of Missouri  
St. Louis County  
My Commission Expires: April 19, 2017  
Commission #13520393

# EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

**CONSTRUCTION DEPOSIT**

SUBDIVISION: Bur Oaks  
 PLAT: N/A  
 SUBDIVISION CODE: 323  
 NO. LOTS: 35  
 DATE OF PLAT APPROVAL: TBD

DEVELOPER:  
 Pulte Homes

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$239,318.19	\$0.00 \$0.00 \$0.00	0	\$239,318.19	100
SIDEWALKS			\$146,869.53	\$0.00 \$0.00 \$0.00	0	\$146,869.53	100
STORM SEWER Original escrow established at 90% of cost			\$222,668.23	\$0.00 \$0.00 \$0.00	0	\$222,668.23	100
SAN. SEWER Original escrow established at 90% of cost			\$401,018.71	\$0.00 \$0.00	0	\$401,018.71	100
DETENTION			\$111,770.56	\$0.00 \$0.00 \$0.00	0	\$111,770.56	100
GRADING			\$263,125.50	\$0.00 \$0.00 \$0.00	0	\$263,125.50	100
EROSION CONTROL			\$52,261.00	\$0.00 \$0.00 \$0.00	0	\$52,261.00	100
SILTAT'N CONTROL			\$62,865.77	\$0.00 \$0.00 \$0.00	0	\$62,865.77	100
MONUMENTS			\$32,692.00	\$0.00 \$0.00	0	\$32,692.00	100
STREET LIGHTS			\$1,188.00	\$0.00 \$0.00	0	\$1,188.00	100
STREET SIGNS			\$4,059.00	\$0.00 \$0.00	0	\$4,059.00	100
WATER MAINS			\$279,767.40	\$0.00 \$0.00	0	\$279,767.40	100
COMMON GR. SEED			\$22,709.24	\$0.00 \$0.00	0	\$22,709.24	100
ISLAND SODDING			\$1,960.20	\$0.00	0	\$1,960.20	100
EMERGENCY ACCESS			\$34,912.08	\$0.00 \$0.00	0	\$34,912.08	100
TRM			\$26,035.19	\$0.00 \$0.00	0	\$26,035.19	100
BARRICADES/EOP SIGNS			\$811.80	\$0.00 \$0.00	0	\$811.80	100
AMENITIES			\$100,500.40	\$0.00 \$0.00	0	\$100,500.40	100
<b>TOTALS</b>			<b>\$2,004,532.77</b>	<b>\$0.00</b>	<b>0</b>	<b>\$2,004,532.77</b>	<b>100</b>

JAN - 5 2016

**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

Department of Public Services

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by  
Pulte Homes of St.Louis LLC

\_\_\_\_\_, herein called DEVELOPER,  
\_\_\_\_\_, ~~herein called CREDIT~~

~~HOLDER (strike through this party if cash deposited with City)~~, and the City of Chesterfield,  
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
Bur Oaks \_\_\_\_\_ in accordance with

Ordinance No. 2831, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of maintenance of the required improvements, based on  
the cost of construction of said improvements, all in accordance with the provisions of said  
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum  
of Two hundred and seven thousand three hundred and seventy seven DOLLARS

(\$ 207,377), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of  
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision  
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Two hundred and seven thousand three hundred and seventy seven

DOLLARS (\$ 207,377), lawful money of the United States of America by:

(check one)

Depositing cash with the City.

Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

Submitting a \_\_\_\_\_ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Bur Oaks Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Planning and Development Services Director. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Planning and Development Services Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Planning and Development Services Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Planning and Development Services Director. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 4th day of JANUARY, 2016 A.D.

**POLITE HOMES OF ST. LOUIS, LLC**  
**LIABILITY COMPANY**

ATTEST: (SEAL) **DEVELOPER: Polite Homes of St. Louis LLC**

Patrick Hart Sr.  
Type Name: Patrick Hart Sr.  
Title: Project Manager

BY: Andrew M Bodary  
Type Name: Andrew M Bodary  
Title: VP FINANCE

Firm Address:  
16305 Swingley Ridge Rd, Ste 350  
Chesterfield, MO 63017

ATTEST: (SEAL) **CREDIT HOLDER:** \_\_\_\_\_  
BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm Address: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 4th day of January, 2016, before me appeared Andrew M. Bodary (name) to me personally known, who, being by me duly sworn, did say that he/she is the Andrew M. Bodary VP of Finance (title or Executing Official) of VP of Finance Pulte Homes of St. Louis LLC a Nevada Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Area President, (President or title of chief officer), Andrew M. Bodary (name) as VP of Finance (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 4th day of January, 2016.

  
Notary Public KOLEEN JAMESON

My Commission Expires: 4-19-2017



**MAINTENANCE DEPOSIT**

**SUBDIVISION:** Bur Oaks  
**PLAT:** N/A  
**SUB CODE:** 323  
**DEVELOPER:** Pulite Homes

**NOTE:** Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
STREETS	\$23,931.82			\$23,931.82
SIDEWALKS	\$14,686.95			\$14,686.95
STORM SEWER	\$24,738.44			\$24,738.44
SAN. SEWER	\$44,553.18			\$44,553.18
DETENTION	\$11,177.06			\$11,177.06
GRADING	\$26,312.55			\$26,312.55
EROSION CONTROL	\$5,226.10			\$5,226.10
SILTAT'N CONTROL	\$6,286.58			\$6,286.58
MONUMENTS	\$3,269.20			\$3,269.20
STREET LIGHTS	\$118.80			\$118.80
STREET SIGNS	\$405.90			\$405.90
WATER MAINS	\$27,976.74			\$27,976.74
COMMON GR. SEED	\$2,270.92			\$2,270.92
ISLAND SODDING	\$196.02			\$196.02
EMERGENCY ACCESS	\$3,491.21			\$3,491.21
TRM	\$2,603.52			\$2,603.52
BARRICADES/EOP SIGNS	\$81.18			\$81.18
AMENITIES	\$10,050.04			\$10,050.04
<b>TOTALS</b>	<b>\$207,376.20</b>			<b>\$207,376.20</b>